Oregon Landlord-Tenant Law

2009 New Legislation

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Legislative Changes

SB 771 – Landlord/Tenant Coalition Omnibus Bill

(Fees, no cause notice, abandoned property- deceased tenant, temporary occupancy agreement)

HB 2578 – Restrictions on towing

HB 3450 – Carbon monoxide alarms

HB 2614 –100 year flood plain disclosure

HB 2135 –Smoking policy disclosure

SB 875 - Assistance animals

Federal Law- Helping Families Save Their Homes Act

SB 952- Protections to tenant when house in foreclosure

Limitation on Allowable Fees

- Month to Month- Effective for fees and charges for occurrences, abandonments, relinquishments and non-compliances occurring on or after January 1, 2010
- Fixed Term- Effective for fees and charges for rental agreements entered into on or after January 1, 2010

Allowable Fees

- Screening Charge
- Deposit to Secure Execution of Rental Agreement
- Late rent payment fee
  ORS 90.260
- NSF check fee plus any bank charges
  ORS 30.701(5)
- Smoke alarm/ carbon monoxide alarm tampering/removal fee
  ORS 90.325

Allowable Fees

Lease-break fee:

- May not exceed 1½ times the monthly stated rent.
- If Lease-break fee charged, cannot also recover:
  - unpaid rent past date unit vacated;
  - damages relating to the cost of renting the dwelling unit to a new tenant; or
  - concessions.
- If choose not to charge lease-break:
  - Recover all damages resulting from lease-break.

Allowable Fees

Non-compliance fees for written rules or policies – not to exceed $50, for only the following circumstances:

- Late payment of utility or service charge that the tenant owes the landlord.
- Failure to clean up pet waste from premises (other than dwelling unit).
- Failure to clean up garbage, rubbish, or other waste from premises (other than dwelling unit).
- Parking violations
- Improper use of vehicles within the premises.

Current Customary Fees not Allowed

- Administrative fees.
- Move-in/move-out fees.
- Pet fees (pet deposits <u>and pet rent</u> unaffected).
- Cleaning fees (cleaning deposits unaffected).

Fees: Disclosure Requirements

- Applicant gets written list of all deposits, fees and rent that are charged by landlord, before rental agreement signed or Landlord <u>takes any payment</u>.
- The Rental Agreement must include a description of the fees that the landlord may charge.

METRO MULTIFAMILY HOUSING ASSOCIATION
Protecting Quality Rental Housing

RENTAL APPLICATION

TO BE COMPLETED BY EACH ADULT APPLICANT

ALL UNITS SUBJECT TO AVAILABILITY

PROPERTY NAME / NUMBER
UNIT NUMBER ADDRESS
DATE TIME
DATE UNIT WANTED UNIT RENT $ SCREENING CHARGE $
OWNER / AGENT PHONE
STREET ADDRESS
THIS PROPERTY HAS A SMOKING POLICY ☐ YES ☐ NO (ASK MANAGEMENT FOR DETAILS)

APPLICANT

APPLICANT NAME EMAIL
DATE OF BIRTH SOC. SECURITY # DRIVER'S LICENSE # / STATE
PRESENT STREET ADDRESS
CITY STATE ZIP
MOVE-IN DATE APPLICANT PHONE ( ) CELL ( )
CURRENT LANDLORD NAME LANDLORD PHONE ( )
STREET ADDRESS (OR APARTMENT NAME)
CITY STATE ZIP

APPLICANT FORMER STREET ADDRESS
CITY STATE ZIP
FROM TO
FORMER LANDLORD NAME LANDLORD PHONE ( )
STREET ADDRESS (OR APARTMENT NAME)
CITY STATE ZIP
OTHER STATES AND COUNTIES YOU HAVE LIVED IN DURING THE PAST 5 YEARS

PRESENT EMPLOYER PHONE ( )
STREET ADDRESS
CITY STATE ZIP
POSITION HOW LONG? (DATE HIRED)
GROSS PAY $ OTHER INCOME $ SOURCE
PREVIOUS EMPLOYER PHONE ( )
STREET ADDRESS
CITY STATE ZIP
POSITION HOW LONG?

THE FOLLOWING INFORMATION IS SUBJECT TO CHANGE PRIOR TO EXECUTION OF RENTAL AGREEMENT.

RENT

THE FOLLOWING ARE MAXIMUM AMOUNTS. THE ACTUAL AMOUNT CHARGED WILL DEPEND ON UNIT SIZE, SCREENING RESULTS, AND OTHER FACTORS.

UNIT RENT $
$
$
$
$

INITIAL

APPLICANT'S INITIALS

DEPOSITS

SECURITY DEP. MINIMUM $
SECURITY DEP. MAXIMUM $
(DEPENDS ON SCREENING RESULTS AND UNIT SIZE)
OTHER $
OTHER $
OTHER $
OTHER $
OTHER $

FEES

LATE RENT PAYMENT FEE $
LEASE BREAK FEE (NOT TO EXCEED 1½ X RENT) $
DISHONORED CHECK FEE OF $25 + BANK CHARGES
SMOKE ALARM/CARBON MONOXIDE ALARM TAMPERING FEE $
NON-COMPLIANCE FEE* $
1. LATE PAYMENT OF UTILITY
2. FAILURE TO CLEAN PET WASTE
3. FAILURE TO CLEAN GARBAGE/RUBBISH
4. PARKING VIOLATIONS OR IMPROPER USE OF VEHICLES
***NOT TO EXCEED $50 PER NON-COMPLIANCE**

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)

APPLICANT
FORMER LANDLORD NAME LANDLORD PHONE ( )
STREET ADDRESS (OR APARTMENT NAME)
CITY STATE ZIP
OTHER STATES AND COUNTIES YOU HAVE LIVED IN DURING THE PAST 5 YEARS

PRESENT EMPLOYER PHONE ( )
STREET ADDRESS
CITY STATE ZIP
POSITION HOW LONG? (DATE HIRED)
GROSS PAY $ OTHER INCOME $ SOURCE
PREVIOUS EMPLOYER PHONE ( )
STREET ADDRESS
CITY STATE ZIP
POSITION HOW LONG?

THE FOLLOWING INFORMATION IS SUBJECT TO CHANGE PRIOR TO EXECUTION OF RENTAL AGREEMENT.

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UNIT RENT $
$
$
$
$

INITIAL

APPLICANT'S INITIALS

DEPOSITS

SECURITY DEP. MINIMUM $
SECURITY DEP. MAXIMUM $
(DEPENDS ON SCREENING RESULTS AND UNIT SIZE)
OTHER $
OTHER $
OTHER $
OTHER $
OTHER $

FEES

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***NOT TO EXCEED $50 PER NON-COMPLIANCE**

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)

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Promoting Quality Rental Housing

OREGON
RENTAL AGREEMENT

☐ MOVE-IN ☐ TRANSFER OLD UNIT # – FOR TRANSFER ONLY ____ RENT TO START ON DATE ____ ☐ LEASE RENEWAL EFFECTIVE DATE ____ ☐ FILE CHANGES

PARTIES

DATE	PROPERTY NAME / NUMBER			
RESIDENTS: (NAME ALL ADULTS)				
				(COLLECTIVELY "RESIDENT")
PREMISES ADDRESS	UNIT #	CITY	STATE	ZIP
☐ ACTUAL NOTICE BY EMAIL ALLOWED	DESIGNATED CONTACT INFORMATION FOR SERVICE OF ACTUAL NOTICE EMAIL	PHONE		
OWNER/AGENT	OWNER/AGENT EMAIL			
ADDRESS	CITY	STATE	ZIP	

TENANCY

☐ LEASE TERM BEGINNING: AND ENDING:

☐ CHECK IF EARLY TERMINATION PROVISION APPLIES AMOUNT: $ (1% TIMES MONTHLY STATED RENT IF BLANK) (NOT TO EXCEED 1% TIMES MONTHLY STATED RENT)

☐ MONTH-TO-MONTH BEGINNING: RENT DUE DATE (IF OTHER THAN FIRST):

FINANCIAL TERMS

MONTHLY STATED RENT	$
OTHER	$
OTHER	$
OTHER	$
OTHER	$
TOTAL MONTHLY CHARGES	$
PRO-RATE METHOD: ☐A ☐B ☐C (See #1 on page 2)	

ACCOUNTING

RENT DUE AT MOVE-IN/RENEWAL	DUE	$
FROM	THRU	
SECOND RENT PAYMENT	DUE	$
FROM	THRU	
SECURITY DEPOSIT (REFUNDABLE)		$
ADDITIONAL SECURITY DEPOSIT (PETS, ETC.)		$
OTHER MONTHLY CHARGES		$
☐ IF CHECKED, DEPOSITS WILL BE HELD BY OWNER		

FEES

LEASE BREAK FEE (NOT TO EXCEED 1% TIMES RENT)	$
DISHONORED CHECK FEE OF $25 + BANK CHARGES	
SMOKE ALARM/CARBON MONOXIDE ALARM TAMPERING FEE	$
NON-COMPLIANCE FEE*	$

1. LATE PAYMENT OF UTILITY
2. FAILURE TO CLEAN PET WASTE
3. FAILURE TO CLEAN GARBAGE/RUBBISH
4. PARKING VIOLATIONS OR IMPROPER USE OF VEHICLES

*NOT TO EXCEED $50 PER NON-COMPLIANCE

LATE RENT PAYMENT FEE: *(CHOOSE ONE)*

☐ FLAT AMOUNT OF $____

☐ PER DAY @ $____

☐ 5% OF STATED RENT EVERY 5 DAYS

LATE RENT PAYMENT FEE BECOMES DUE WHEN RENT IS NOT RECEIVED BY THE END OF THE 4TH DAY AFTER IT IS DUE.

MOVE-IN ACCOUNTING — THIS SECTION NOT APPLICABLE TO A RENEWAL

RENT	+	$
DEPOSITS	+	$
OTHER	+	$
PRIOR PAYMENT	-	$
EXECUTION DEPOSIT	-	$
____		$
____		$
TOTAL DUE AT MOVE IN	+	$

OTHER OCCUPANTS

NAME	DATE OF BIRTH

VEHICLES

MAKE	MODEL	STATE	LICENSE PLATE #

 ☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED) INITIAL HERE ____ ____

FINANCIAL TERMS

OTHER	$
OTHER	$
OTHER	$
OTHER	$
TOTAL MONTHLY CHARGES	$
PRO-RATE METHOD: ☐A ☐B ☐C (See #1 on page 2)	

ACCOUNTING

FROM	THRU	
SECOND RENT PAYMENT	DUE	$
FROM	THRU	
SECURITY DEPOSIT (REFUNDABLE)		$
ADDITIONAL SECURITY DEPOSIT (PETS, ETC.)		$
OTHER MONTHLY CHARGES		$
☐ IF CHECKED, DEPOSITS WILL BE HELD BY OWNER		

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LATE RENT PAYMENT FEE: *(CHOOSE ONE)*

☐ FLAT AMOUNT OF $____

☐ PER DAY @ $____

☐ 5% OF STATED RENT EVERY 5 DAYS

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MOVE-IN ACCOUNTING — THIS SECTION NOT APPLICABLE TO A RENEWAL

RENT	+	$
DEPOSITS	+	$
OTHER	+	$
PRIOR PAYMENT	-	$
EXECUTION DEPOSIT	-	$
____		$
____		$
TOTAL DUE AT MOVE IN	+	$

OTHER OCCUPANTS

NAME	DATE OF BIRTH

VEHICLES

MAKE	MODEL	STATE	LICENSE PLATE #

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PAGE 1 OF 3 ☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED) INITIAL HERE ____ ____

Security Deposits

- Landlord must provide receipt for any security deposit.
- Landlord is not required to repair damage in order to claim against the deposit for the cost to make the repair.
- Labor costs assessed with cleaning and repairs must be based on a reasonable hourly rate.
- Landlord may charge the reasonable hourly rate for repair work done by the landlord.
- May recover for loss of use of unit during cleaning/repairs, if performed timely.

Security Deposits

- Can recover carpet cleaning costs, other than use of a common vacuum cleaner, IF:
  - The cleaning is performed by use of machine specifically designed for cleaning or shampooing carpets.
  - The carpet was cleaned immediately prior to the tenant taking possession.
  - Written rental agreement allows

damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins.

11. **BARBECUES:** Resident must fully comply with all applicable codes and regulations related to the use of barbecues. In many areas, fire codes prohibit the use of either charcoal or propane barbecues on apartment balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. The only exception is the use of electric-style barbecues or the small hibachi-style barbecues that utilize one-pound propane cylinders. These may be allowed when kept well away from combustible building surfaces and unplugged or with
removed (as applicable) when not in use.

12. **USE OF AND CHANGES TO PREMISES:** All
plumbing, sanitary, heating, ventilating, air conditio
other facilities or appliances on the Premises are to
in a reasonable manner. Resident will immediately ob
for and not allow to be disconnected or disconti
utilities for which Resident is responsible. Resident
no changes or additions to the Premises of any
install anything on the walls, ceilings or in the window
the prior written consent of Owner/Agent. Satellit
and/or antennas will be allowed only in strict complia
Owner/Agent's satellite dish policy and applicable law.

13. **DAMAGE:** Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.

14. **SECURITY DEPOSITS:** All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the dwelling unit back to Owner/Agent. If any portion of the deposit is used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from Resident at the time the accounting is sent to Resident. Any amounts not paid by Resident within 31 days of the due date will incur interest at 1% per month. Sending the accounting and/or refunding any deposit does not waive the Owner/Agent's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit

Resident. Resident shall not change the locks without Owner/Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed.

21. **RENTER'S INSURANCE:** If renter's insurance is required on the front of this Rental Agreement, Resident will obtain and maintain insurance with liability coverages of at least the minimum amount listed. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the unit and thereafter upon request. Failure to maintain such insurance in full force will be considered a material non-compliance with this Rental Agreement. If insurance is not

is covered by Resident's renter's insurance. Owner/ Agent does not waive any subrogation rights its insurers may have.

22. **CONDUCT:** The dwelling unit is to be used only as a dwelling. Each Resident is responsible for his/her own conduct, as well as that of the other Residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by Owner/Agent. The use, possession, manufacture, or distribution of illegal substances either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the Premises who has been excluded from the common areas by Owner/Agent; or b) stay in his/her unit, as defined in section 8 above, who has had his/her Rental Agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's unit, or any guest of

notice by email allowed" box is
address, or such other email
supply from time to time. Resi
Owner/Agent advised of any ch

29. **PARKING AND USE OF VE**
has custom parking rules for th
is governed by the rules and r
form M158 OR (Parking
acknowledges receiving and
herein. Resident agrees to c
restrictions. Resident will drive
all posted speed limit sign
limit, the speed limit is 5
TROL OF COMMON A
n designated by Owner/
non areas of the Premises
trespass laws and shall b
se as that phrase is defi
UESTS FOR REASON
IFICATION: As required
housing laws, Residents
nable accommodations/
ng. All requests must b
specifying the nature of th
modification. It is recommend
requests be made in writing.

32. **TERMINATION FOR FALSE I**
CONVICTION: If any informati
application for this rental unit is
occupant is convicted of a crim
constitute grounds for denial o
then-current rental criteria, this
tenancy.

33. **COMPLETE AGREEMENT:** Th
and regulations for the Premi
below, any other written adde
or after the date of this Renta
understanding of the parties. T
agreements unless they are
renewal of an existing Rental
executed on or after the date o
to the extent consistent here
incorporated herein.

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED) **INITIAL HE**

Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the dwelling unit back to Owner/Agent.

No Stated Cause Terminations- Month to Month Tenancy

- Tenant can terminate with 30 days notice.
- During the *first year of occupancy* the landlord may terminate with not less than 30 days notice.
- After the first year of occupancy, the landlord may terminate with not less than 60 days notice.
- "First year of occupancy" includes any periods in which any of the residents have lived in the unit less than one year: i.e.: resets any time new resident moves in

No Stated Cause Terminations- Month to Month Tenancy

- Exemption:
  - Dwelling unit sold separately from any other dwelling unit;
  - Owner has accepted an offer to purchase from a purchaser who intends to occupy as their primary residence; and
  - Tenant is given 30 day termination notice within 120 days after offer accepted.

No Stated Cause Notice- End of Fixed Term Tenancy

If lease is for at least one year and provides for automatic conversion to month-to-month:

- During first year of tenancy- landlord may issue a 30 day no-cause notice at any time prior to end of fixed term tenancy.
- If Conversion puts tenancy into second year- after the ending date of the fixed term: landlord must give a 60 day notice if <u>issued</u> after end of first year.
- Tenant must give 30 day notice or converts to month-to-month
- <u>Applies to fixed term tenancies entered into after 1/1/2010</u>

No Stated Cause Notice

- No cause notices may include an explanation or reason for the termination without having to prove the reason.
- An explanation does not give the tenant the right to cure such notice.
- If cause stated, notice must include following:
  - Notice is without stated cause
  - Resident has no right to cure
  - Landlord need not prove cause in court

METRO MULTIFAMILY HOUSING ASSOCIATION
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NOTICE OF TERMINATION OF TENANCY WITHOUT STATED CAUSE

DATE ____ PROPERTY NAME / NUMBER ____

RESIDENT NAME(S) ____ ____ ____

and all others.

UNIT NUMBER ____ STREET ADDRESS ____

CITY ____ STATE ____ ZIP ____

NOTICE ISSUED DURING FIRST YEAR OF OCCUPANCY
("FIRST YEAR OF OCCUPANCY" INCLUDES ALL PERIODS IN WHICH ANY OF THE RESIDENTS HAS RESIDED IN THE UNIT FOR ONE YEAR OR LESS.)

Pursuant to Oregon landlord/tenant law, **THIS IS YOUR 30-DAY NOTICE OF THE OWNER/AGENT'S INTENT TO TERMINATE YOUR TENANCY.**

- ☐ This notice has been served personally and is effective at least 31 days later at midnight (end of day) on ____ (DATE).

  or
- ☐ If written rental agreement allows, this notice has been served by posting on the main entrance door of the dwelling unit and mailed first class mail. It is effective at least 31 days later at midnight (end of day) on ____ (DATE).

  or
- ☐ This notice has been served by first class mail only and the effective date is extended by four days including the date mailed. It is effective at least 34 days later at midnight (end of day) on ____ (DATE).

NOTICE ISSUED AFTER FIRST YEAR OF OCCUPANCY
("FIRST YEAR OF OCCUPANCY" INCLUDES ALL PERIODS IN WHICH ANY OF THE RESIDENTS HAS RESIDED IN THE UNIT FOR ONE YEAR OR LESS.)

Pursuant to Oregon landlord/tenant law, **THIS IS YOUR 60-DAY NOTICE OF THE OWNER/AGENT'S INTENT TO TERMINATE YOUR TENANCY.**

- ☐ This notice has been served personally and is effective at least 61 days later at midnight (end of day) on ____ (DATE).

  or
- ☐ If written rental agreement allows, this notice has been served by posting on the main entrance door of the dwelling unit and mailed first class mail. It is effective at least 61 days later at midnight (end of day) on ____ (DATE).

  or
- ☐ This notice has been served by first class mail only and the effective date is extended by four days including the date mailed. It is effective at least 64 days later at midnight (end of day) on ____ (DATE).

OPTIONAL: Owner/Agent may, but is not required to, include an explanation of the reason(s) for the termination. If an explanation is included, this notice is still given without stated cause. Resident does not have a right to cure the reason(s) for the termination and Owner/Agent need not prove the reason(s) for the termination in a court action.

Reason(s) for termination:

OWNER/AGENT X ____

ADDRESS ____

TELEPHONE ____

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)

DATE

NOTICE ISSUED AFTER FIRST YEAR OF OCCUPANCY

("FIRST YEAR OF OCCUPANCY" INCLUDES ALL PERIODS IN WHICH ANY OF THE RESIDENTS HAS RESIDED IN THE UNIT FOR ONE YEAR OR LESS.)

Pursuant to Oregon landlord/tenant law, **THIS IS YOUR 60-DAY NOTICE OF THE OWNER/AGENT'S INTENT TO TERMINATE YOUR TENANCY.**

☐ This notice has been served personally and is effective at least 61 days later at midnight (end of day) on ________ .
DATE

or

☐ If written rental agreement allows, this notice has been served by posting on the main entrance door of the dwelling unit and mailed first class mail. It is effective at least 61 days later at midnight (end of day) on ________ .
DATE

or

☐ This notice has been served by first class mail only and the effective date is extended by four days including the date mailed. It is effective at least 64 days later at midnight (end of day) on ________ .
DATE

OPTIONAL: Owner/Agent may, but is not required to, include an explanation of the reason(s) for the termination. If an explanation is included, this notice is still given without stated cause. Resident does not have a right to cure the reason(s) for the termination and Owner/Agent need not prove the reason(s) for the termination in a court action.

Reason(s) for termination:

OWNER/AGENT X ________

ADDRESS ________

TELEPHONE ________

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)

Temporary Occupancy Agreements

- A Temporary Occupant is not a tenant entitled to occupy the dwelling unit, and does not have the rights of a tenant
- A Temporary Occupancy Agreement may be terminated by the tenant at any time without cause, and the landlord may terminate for cause that is a material violation of the temporary occupancy agreement.

Temporary Occupancy Agreements

- The temporary occupant does not have the right to cure violation landlord cites.
- Landlord has right to screen temporary occupant for past conduct or criminal record.
- Landlord may not screen for credit history or income.

Temporary Occupancy Agreements

- Can require temporary occupant to comply with any applicable rules, can include an end date, and landlord or tenant is not required to give written notice of termination.
- On termination of agreement, temporary occupant must vacate or is treated as squatter.

Temporary Occupancy Agreements

To prevent landlords taking advantage of Temporary Occupancy Agreements:

- Tenant cannot become a temporary occupant in the tenant's own dwelling unit.
- A tenancy may not consist solely of a temporary occupancy.
- Each tenancy must have at least one tenant.

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Promoting Quality Rental Housing

TEMPORARY OCCUPANCY AGREEMENT

DATE PROPERTY NAME / NUMBER

RESIDENT NAME(S) ______ ______ ______

UNIT NUMBER ______ STREET ADDRESS ______

CITY ______ STATE ______ ZIP ______

TEMPORARY OCCUPANT ______ END DATE OF TEMPORARY OCCUPANCY ______

This agreement allows a guest of a resident to become a temporary occupant of the premises.

The Temporary Occupant listed above is not a resident entitled to occupy the dwelling unit to the exclusion of others and does not have the rights of a resident. The Temporary Occupant must sign and adhere to the community rules which are attached and incorporated as part of this agreement. Failure to adhere to the community rules is a material violation of this agreement and the Rental Agreement.

This agreement may be terminated by the Resident listed above without cause at any time. Owner/Agent may terminate this agreement for cause that is a material violation of the temporary occupancy agreement and/or ORS 90.325 and 90.340 and/or all provisions of the parties' Rental Agreement except those items relating to: rent, fees, security deposits, payment of utilities, renter's insurance, and co-signers. The Temporary Occupant does not have the right to cure a violation that causes Owner/Agent to terminate this agreement.

The Temporary Occupant is not entitled to written notice of termination of this agreement by Owner/Agent or Resident. The Temporary Occupant shall promptly vacate the premises if Owner/Agent terminates this agreement for material violation of the terms referenced herein or at the end date of this agreement. Except as provided in ORS 90.449, Owner/Agent may terminate the tenancy of Resident as provided under ORS 90.392 or 90.630 if the Temporary Occupant fails to promptly vacate the dwelling unit or if Resident materially violates this agreement.

This agreement may only be extended or renewed upon written consent of Owner/Agent, Resident and the Temporary Occupant.

If temporary occupant is caregiver

... to occupy the dwelling unit after a tenancy has ended or after Resident revokes permission for the occupancy by terminating this agreement.

☐ The Temporary Occupant is on the Premises in the role of a live-in caregiver pursuant to an approved reasonable accommodation request from Resident. The following items apply to the live-in caregiver in addition to the terms described above:

1. The live-in caregiver shall reside in the unit only to provide support services to Resident(s) requiring assistance.
2. If Resident(s) requiring assistance no longer resides in the unit for any reason, including moving voluntarily, eviction or death, or no longer requires assistance, the live-in caregiver shall have no rights or privileges to remain on the Premises and must vacate the Premises immediately.
3. If the live-in caregiver voluntarily vacates the Premises and then desires to return to the Premises as a temporary occupant, a new reasonable accommodation request and screening must be submitted and approved prior to the signing of a new temporary occupancy agreement.

All parties have read and agree to the terms of this agreement.

X ______ RESIDENT	DATE	X ______ RESIDENT	DATE
X ______ RESIDENT	DATE	X ______ RESIDENT	DATE
X ______ RESIDENT	DATE	X ______ RESIDENT	DATE
X ______ TEMPORARY OCCUPANT	DATE	X ______ OWNER/AGENT	DATE

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQ.)

Abandoned Property- Death of Sole Tenant

- Landlord must mail notice first class to deceased tenant at premises.
- Landlord must mail notice first class or personally deliver notice to any known heir, devisee, personal representative or designated person if actually known to landlord.
- Landlord must mail notice first class to attention of estate administrator of Dept. of State Lands.
- Follow Standard abandoned property timelines.
- Deliver property to heir, devisee, personal representative or designated person who provides "reasonable evidence" of their status- Landlord not liable to any other person

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Promoting Quality Rental Housing

ABANDONED PROPERTY NOTICE
(DECEASED SOLE RESIDENT)

DATE ____________ PROPERTY NAME / NUMBER ____________

DECEASED RESIDENT NAME

UNIT NUMBER ____________ STREET ADDRESS ____________

CITY ____________ STATE ____________ ZIP ____________

MAIL (FIRST CLASS MAIL ONLY) TO ALL OF THE FOLLOWING:
1. DECEASED RESIDENT AT THE PREMISES;
2. ANY HEIR, DEVISEE OR PERSONAL REPRESENTATIVE KNOWN TO OWNER/AGENT;
3. ANY PERSON DESIGNATED IN WRITING BY THE DECEASED RESIDENT TO BE CONTACTED IN THE EVENT OF THE RESIDENT'S DEATH; AND
4. THE ESTATE ADMINISTRATOR OF THE DEPARTMENT OF STATE LANDS AT 775 SUMMER ST. NE, SALEM, OR 97301-1279.

You are hereby notified that the deceased Resident has left abandoned goods or personal property (hereinafter, "property") at the above-described premises. The property is being held in a place of safekeeping. Owner/Agent shall not be responsible for any loss resulting from storage of property in compliance with the statute unless the loss is caused by Owner/Agent's deliberate or negligent act. The property is generally described as follows:

____

LOCATION OF PROPERTY ____________

You are hereby notified that you must contact Owner/Agent and arrange for the removal of the property from the location identified above by no later than midnight (end of day) on ____________ (not less than eight days after mailing as provided above) or the property will be sold or otherwise disposed of. If you give actual notice to Owner/Agent prior to the expiration date set forth above of your intention to remove the property, the date for disposal or sale will be extended 15 additional days from the date of your notice. If the property is not removed: Owner/Agent may sell the property at a public or private sale; or Owner/Agent may destroy or otherwise dispose of the property if Owner/Agent reasonably determines that the value of the property is so low that the cost of storage and conducting a public sale probably exceeds the amount that would be realized from the sale; or Owner/Agent may sell certain items and destroy or otherwise dispose of the remaining property. Any person desiring to remove the property must provide Owner/Agent with reasonable evidence that the person is an heir, devisee, personal representative or designated person of the deceased Resident.

Owner/Agent will make the property available for removal by appointment at reasonable times.

☐ If this box is checked, Owner/Agent has reasonably determined that the value of the property is less than $500 or so low that the cost of storage and conducting a public sale probably exceeds the amount that would be realized from the sale. Therefore, Owner/Agent intends to dispose of the property if you do not claim it.

Owner/Agent is entitled to the cost of storage and any costs of removal of the property to the place of storage. Owner/Agent may require payment of removal and storage charges prior to releasing the property unless deceased Resident was removed by the sheriff after an eviction. In such event Owner/Agent will make the property available for removal without any prior payment of costs, charges or other sums.

OWNER/AGENT X

ADDRESS ____________

TELEPHONE ____________

Required Disclosures in Rental Agreement

- If dwelling unit in 100 year flood plain
  - Failure to disclose makes landlord liable for tenant damages if flood occurs
- Existence of a smoking policy
  - If one exists, where smoking allowed and prohibited
  - If smoking policy use Smoking Addendum

ALARMS

SMOKE ALARMS & CARBON MONOXIDE ALARMS: Resident acknowledges and Owner/Agent certifies that the unit is equipped with a smoke alarm and, if required, a carbon monoxide alarm and that the smoke alarm and the carbon monoxide alarm have been tested and are operable at this time. It is Resident's responsibility to test the smoke alarm and carbon monoxide alarm at least every six (6) months, replace dead batteries as required, and notify Owner/Agent in writing of any operating deficiencies. Resident shall not remove or tamper with a functioning smoke alarm or carbon monoxide alarm, including removing working batteries, and Owner/Agent may charge a fee of up to $250.00 for any such conduct.

TYPE OF SMOKE ALARM: ☐ 10-YEAR BATTERY ☐ ELECTRIC ☐ ELECTRIC WITH BATTERY BACKUP

TYPE OF CARBON MONOXIDE ALARM: ☐ BATTERY ☐ ELECTRIC ☐ ELECTRIC WITH BATTERY BACKUP

I have received instructions on the proper use of the smoke alarm and carbon monoxide alarm, if applicable. **INITIAL HERE**

UTILITIES

PAID FOR / PROVIDED BY:	ELECTRICITY	WATER	SEWER	GARBAGE SERVICE	GARBAGE CONTAINER	BASIC CABLE	GAS	OTHER
OWNER	☐	☐	☐	☐	☐	☐	☐	☐
RESIDENT	☐	☐	☐	☐	☐	☐	☐	☐

THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY RESIDENT WILL BENEFIT OTHER RESIDENTS OR OWNER/AGENT:

SERVICE CHARGE FOR CABLE / INTERNET / ETC ($ or %):

ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY: ☐ RESIDENT ☐ OWNER/AGENT

(SEE SECTION 17 OF THE TERMS AND CONDITIONS BELOW FOR OWNER/AGENT ENTRY RIGHTS)

OTHER

ANIMALS (APPROVED BY OWNER/AGENT) NUMBER & TYPE:

APPROVED FOR USE: ☐ WATERBED ☐ AQUARIUM ☐ THE FOLLOWING MUSICAL INSTRUMENTS:

☐ **IF CHECKED, RENTER'S INSURANCE IS REQUIRED** MINIMUM INSURANCE AMOUNT $ ($100,000 IF LEFT BLANK)

SPECIAL LEASE PROVISIONS AND/OR DISCLOSURES:

THIS PROPERTY HAS A SMOKING POLICY ☐ YES ☐ NO IF YES, SEE THE SMOKING ADDENDUM

THE DWELLING UNIT IS LOCATED WITHIN A 100-YEAR FLOODPLAIN ☐ YES ☐ NO

I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON ALL PAGES OF THIS CONTRACT.

RESIDENT X DATE RESIDENT X DATE

RESIDENT X DATE RESIDENT X DATE

RESIDENT X DATE RESIDENT X DATE

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY PHONE

ADDRESS, CITY, STATE, ZIP

PERSON TO CONTACT IN THE EVENT OF MY DEATH PHONE

ADDRESS, CITY, STATE, ZIP

OWNER/AGENT X DATE

IF APPLICABLE, REAL ESTATE BROKER APPROVAL

INITIAL DATE

TERMS AND CONDITIONS

1. **RENTS:** Unless another date is set forth above, rents are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the 4th day of the month a late fee in the amount stated on this Rental Agreement will be imposed on the 5th day of the month and Owner/Agent may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior Owner/Agent approval. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments of rent, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future rent payments by certified check or money order. Month-to-month rents may be increased with a 30-day written notice. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360-day year composed of twelve months of 30 days each; b) a 365-day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365-day year.
2. **NONPAYMENT OF RENT NOTICES:** If rent is not paid by the end of the 4th day of the month, Owner/Agent may issue on the 5th day of the month a 144 hour notice of nonpayment of rent. This provision does not waive Owner/Agent's right to issue a 72 hour notice of nonpayment of rent on the 8th day of the month.
3. **APPLICATION OF PAYMENTS:** All payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/Agent as follows: first to any outstanding amounts due Owner/Agent for damages/repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior months; third, to the current month's rent; and last, to outstanding late charges.
4. **EARLY TERMINATION OF LEASE:** If this lease is for a set term, failure by Resident to complete the term because of a voluntary termination by Resident or termination by Owner/Agent for a Resident breach, will expose Resident to the payment of damages. If the early termination box is checked on page 1 of this Rental Agreement to allow Resident to terminate early without uncertainty as to the amount that will be owed as a result, it is agreed that upon any failure of Resident to occupy the unit for the full term, for any reason, Resident will pay to Owner/Agent, in lieu of all other damages or amounts that could be recovered, all of the following: a) all rent, unpaid fees and other non-rent charges accrued prior to the date that Owner/Agent knew or reasonably should have known of the abandonment or relinquishment of the unit; b) all damages relating to the condition of the unit; c) an early termination fee in the amount set forth on the front of this Rental Agreement, which amount may not exceed one and one half month's stated rent; and d) interest on the above amounts at the statutory rate from the date each was due. The early termination fee is due on the earlier of the date Resident gives notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this Rental Agreement. If the early termination box is not checked, Resident will be liable to Owner/Agent for all actual damages resulting from the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rented and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; and the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement.
5. **TERMINATION OF MONTH-TO-MONTH TENANCY:** A 30-day written notice to terminate will be required for Resident to terminate a month-to-month tenancy.

 ☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)

Carbon Monoxide Alarms

- Effective 7/1/2010 requires installation of CO Alarm in any dwelling with a CO Source
  - Applies only to new tenancies entered into on or after 7/1/2010

Carbon Monoxide Alarms

- CO Source:
  - A heater, fireplace, or cooking source that uses coal, kerosene, petroleum products, wood or other fuels that emit carbon monoxide as a by-product of combustion
  - or unit has an attached garage that communicates directly with the living unit.
- CO Source in unit or in structure that contains the unit

Carbon Monoxide Alarms

- Landlord must confirm CO Alarm working and in unit at time unit rented
- Landlord must give instructions on testing at time unit rented
- Landlord must fix defective units on notice
- Tenant must test and replace batteries, can't tamper- fee allowed

- Number and Location- State Fire Marshal rules expected by end of 2009

METRO MULTIFAMILY HOUSING ASSOCIATION
Promoting Quality Rental Housing

SMOKE ALARM / CARBON MONOXIDE ALARM

DATE PROPERTY NAME / NUMBER

RESIDENT NAME(S) ______________ ______________ ______________

UNIT NUMBER ______________ STREET ADDRESS ______________________________

CITY ______________________________ STATE ______________ ZIP ______________

SMOKE ALARM
A ☐ *10-Year Battery* ☐ *Electric* ☐ *Electric with Battery Backup* powered smoke alarm has been installed in the above-noted unit for resident protection. The smoke alarm was tested by the Owner/Agent on ______ (DATE) and found to be in working condition.

CARBON MONOXIDE ALARM
If required, a ☐ *Battery* ☐ *Electric* ☐ *Electric with Battery Backup* powered carbon monoxide alarm has been installed in the above-noted unit for resident protection. The carbon monoxide alarm was tested by the Owner/Agent on ______ (DATE) and found to be in working condition.

THE RESIDENT SHALL: TEST THE ALARMS AT LEAST EVERY SIX MONTHS AND REPLACE THE BATTERIES AS NEEDED; AND NOT REMOVE OR TAMPER WITH A PROPERLY WORKING SMOKE ALARM AND/OR A PROPERLY WORKING CARBON MONOXIDE ALARM, INCLUDING REMOVING WORKING BATTERIES. OWNER/AGENT MAY CHARGE RESIDENT A FEE OF UP TO $250.00 FOR ANY NON-COMPLIANCE WITH THESE DUTIES.

TESTING THE SMOKE ALARM AND CARBON MONOXIDE ALARM
Test by pushing the button on the cover. The alarm will sound if all electronic circuitry, horn and battery are working. If no alarm sounds, the unit has a defective battery or other failure. You can also test the smoke alarm by blowing smoke into it.

SMOKE ALARM HUSH FEATURE
If the smoke alarm has a hush feature, you can silence the alarm by pushing the hush button on the cover and holding for three seconds.

BATTERY REPLACEMENT (where applicable)
If the alarm is powered by a 10-year battery, it may not last for 10 years. The alarm has a low-battery indicator which will "chirp" at 30-second intervals for a minimum of 7 days. Replace the battery when chirping occurs. If the alarm is equipped with a 10-year battery, replace it only with a 10-year battery. If the alarm is electric with battery backup, use Mallory MN1604 or Eveready 552 9-volt alkaline battery or equivalent sold at most drug, department, hardware or electronic parts stores. Never use an ordinary or heavy-duty carbon-zinc battery.

It is your responsibility to report any deficiency in either the smoke alarm or carbon monoxide alarm to the Owner/Agent immediately in writing. The Owner/Agent will correct the deficiency as soon as practical.

X RESIDENT DATE X RESIDENT DATE

X RESIDENT DATE X RESIDENT DATE

X RESIDENT DATE X RESIDENT DATE

X OWNER/AGENT DATE

Restrictions on Tow Companies

- Tower must take a picture of vehicle in violation
- Only tow without first contacting owner/agent if:
  - Blocks or prevents access by emergency vehicles
  - Blocks or prevents entry to the premises
  - Blocks a parked vehicle
  - Violates a prominently posted parking prohibition
  - Parks in tenant only parking if
    - More units than parking spaces
    - Landlord has issued parking tags and
    - Signs posted in each space or at each entrance

Restrictions on Tow Companies

- Tower may park within 1,000 feet of the complex for purposes of monitoring only if notice of the hours during which monitoring occurs are posted on signs in each stall or at each entrance

Restrictions on Tow Companies

- If vehicle owner is present must:
  - Release the vehicle without charge if hookup is not complete
  - Release with charge equal to cost of hookup, if hookup is complete- cost of hookup must be in written statement

Changes to Tow Rules for Landlord

- If issuing parking tags, must provide either:
  - Tag for primary vehicle and one that can be used on another vehicle the tenant will park in lieu of primary vehicle; or
  - Tag that can be switched from primary to secondary vehicle.
- Each guest parking space must be marked (clearly readable by operator of vehicle) with any rules, restrictions or limitations

Changes to Tow Rules for Landlord

- If towing vehicle from a space reserved to a specific tenant, then the tenant must agree to the tow at the time of the tow

Assistance Animals

- Statute simply codifies existing rule from Fair Housing:
  - Can’t discriminate against applicant/tenant with an assistance animal
  - Can’t require payment of any security deposit or fee for an assistance animal

Foreclosure Sales- Tenant Protections- Federal Law

- Bona fide lease
- 90 day notice on month-to-month (given after foreclosure sale)
- Lease- tenants get to stay through term unless purchaser is going to occupy house as primary residence- then 90 day notice
- Section 8- Immediate buyer at sale takes subject to Section 8 contract and lease unless purchaser is going to occupy house as primary residence- then 90 day notice

Foreclosure Sales- Tenant Protections- State

- 60 day notice after sale to terminate fixed term tenancy
  - Tenant gives copy of lease to trustee at least 30 days prior to sale
- 30 day notice to terminate month-to-month- notice given after sale
  - Tenant gives copy of rental agreement to trustee at least 30 days prior to sale
- If tenancy created after notice of sale, may not be in good faith and no notice requirement
- Tenant may apply security deposit or prepaid rent to next rental payment upon receipt of notice of sale